

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
WACO DIVISION

IN RE: § CASE NUMBER: 14-60288-rbk  
JAMIE RAY CARTER §  
DEBTOR §  
§ CHAPTER 13  
PENNymac HOLDINGS, LLC FKA §  
PENNymac MORTGAGE §  
INVESTMENT TRUST HOLDINGS I, §  
LLC, ITS SUCCESSORS IN INTEREST §  
AND/OR ASSIGNS, BY ITS §  
MORTGAGE SERVICER, PENNymac §  
LOAN SERVICES, LLC, MOVANT §  
§  
VS. §  
§  
JAMIE RAY CARTER (DEBTOR) and §  
MICHELLE CLOUGH (CO-DEBTOR) §  
RESPONDENTS §

**MOTION FOR RELIEF FROM STAY AND CO-DEBTOR STAY  
AGAINST PROPERTY, 1720 EAST FRENCH AVENUE, TEMPLE, TX  
AND WAIVER OF THIRTY DAY HEARING REQUIREMENT**

THIS PLEADING REQUESTS RELIEF THAT MAY BE ADVERSE TO YOUR  
INTERESTS.

IF NO TIMELY RESPONSE IS FILED WITHIN 14 DAYS FROM THE DATE OF  
SERVICE, THE RELIEF REQUESTED HEREIN MAY BE GRANTED WITHOUT A  
HEARING BEING HELD.

A TIMELY RESPONSE IS NECESSARY FOR A HEARING TO BE HELD.

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

COMES NOW, PENNymac HOLDINGS, LLC FKA PENNymac MORTGAGE  
INVESTMENT TRUST HOLDINGS I, LLC, ITS SUCCESSORS IN INTEREST AND/OR  
ASSIGNS (“PennyMac Holdings” and/or “Movant”), by its mortgage servicer, PENNymac  
LOAN SERVICES, LLC, (“PennyMac Services”), by and through its attorneys and respectfully

requests the following relief from the automatic stay of 11 U.S.C. § 362 and 11 U.S.C. § 1301 as to certain real property as defined below:

1. Debtor filed a Voluntary Petition for Relief under Chapter 13 of the Bankruptcy Code on April 1, 2014 (the “Petition Date”). This Court has jurisdiction to hear and determine this contested matter pursuant to 28 U.S.C. §§ 1334 and 157(b), and 11 U.S.C. §§ 105(a) and 362(d) and 1301.

2. At the time this bankruptcy case was filed, Debtor and Co-Debtor were indebted to Movant pursuant to a Note (“Note”), executed on December 22, 2006 in the original amount of \$58,800.00, with interest thereon. Movant is the owner of the Note. The Note is either made payable to Movant or has been duly negotiated to Movant. A true and correct copy of the Note is attached hereto and incorporated herein as Exhibit “A”.

3. The obligation to pay the Note is secured by a Deed of Trust (“Security Instrument”), dated December 22, 2006. The Security Instrument was duly recorded in the county real property records. Movant is the original mortgagee or beneficiary or the assignee of the Security Instrument. A true and correct copy of the recorded Security Instrument and Corporation Assignment of Deed of Trust (to PennyMac) recorded assignments are attached hereto and incorporated as Exhibit “B” and Exhibit “C”, respectively. The Security Instrument grants a lien on the real property at 1720 East French Avenue, Temple, Texas, 76501, which is legally described as:

LOT SIX (6), BLOCK ONE (1), BLUEBONNET MEADOWS SUBDIVISION,  
A SUBDIVISION IN THE CITY OF TEMPLE, BELL COUNTY, TEXAS,  
ACCORDING TO THE MAP OR PLAT OF RECORD IN CABINET D, SLIDE  
127-C, PLAT RECORDS OF BELL COUNTY, TEXAS.

(the “Property”).

4. Co-Debtor is in breach of the obligations set forth in the Note. Pursuant to the Movant's books and records, as of October 15, 2014, the Note is due post-petition for the May 1, 2014 payment and all subsequent post-petition payments. In support of this Motion, is a business records affidavit executed by either a custodian of the business records, a Vice President - Document Control, or other qualified witness for Movant is attached hereto and incorporated herein as Exhibit "D".

5. The failure to pay the post-petition monthly installments when due under the Note constitutes "cause" to terminate the automatic stay pursuant to 11 U.S.C. § 362(d)(1).

6. Pursuant to the Movant's books and records as of October 15, 2014, the unpaid amount due and owing on the Note, \$74,051.84. According to the county appraisal district, the value of the Property is \$76,683.00.

7. Michelle Clough, the Co-Debtor, executed the Note and Deed of Trust and received the consideration for the claim held by Movant. Movant would be irreparably harmed by the continuation of the Co-Debtor Stay and therefore cause exist to grant relief from the Co-Debtor Stay pursuant to 11 U.S.C. § 1301(c).

8. Movant is entitled to post-confirmation attorney's fees, costs and charges pursuant to the terms of the Note and Security Instrument and under 11 U.S.C. § 1322(b)(2).

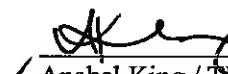
9. As further adequate protection, Movant requests that upon termination of the stay pursuant to this motion or pursuant to a subsequent Certificate of Default and Notice of Termination of Stay filed in accordance with any agreed order conditioning or modifying the stay, that the Movant not be required to file any subsequent Notices of Payment Change or Notices of Fees, Expenses or Charges.

10. Movant requests that the fourteen (14) day stay on enforcing an order for relief imposed by Bankruptcy Rule 4001(a)(3) be waived, due to the number of months Debtor is in arrears, the value of the Property compared to the amount due, and the time necessary to notice the Property for foreclosures.

11. Movant waives the thirty (30) day hearing requirement of 11 U.S.C. § 362(e)(1).

WHEREFORE, PREMISES CONSIDERED, PennyMac Holdings by its mortgage servicer PennyMac Services respectfully prays that this honorable Court terminate the automatic stay and co-debtor stay as to the Property, or alternatively, condition the automatic stay and co-debtor stay, grant Movant attorney's fees and filing costs, terminate the requirement to file subsequent notices of payment change or notices of post-petition charges upon termination of the automatic stay, waive the Rule 4001(a)(3) fourteen-day requirement, and grant Movant such other relief to which Movant may show itself to be justly entitled, either at law or in equity.

Respectfully Submitted,

  
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COUNSEL FOR PENNYMAC SERVICES  
AS MORTGAGE SERVICER FOR  
PENNYMAC HOLDINGS

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing Motion for Relief from Stay and Co-debtor Stay Against Property was served on all persons filing a Notice of Appearance, Request for Notice, or a Proof of Claim by CM/ECF delivery, and on the parties listed below, at the addresses indicated, via CM/ECF delivery or by deposit in the United States Mail, first-class postage pre-paid on October 29th, 2014.

**AK**  
**DEBTOR(S):**

Jamie Ray Carter  
1720 East French Avenue  
Temple, TX 76501

**DEBTOR'S ATTORNEY:**

Davis Law Firm  
3925-A South Jack Kultgen Freeway  
Waco, TX 76706

**CO-DEBTOR(S):**

Michelle Clough  
1720 East French Avenue  
Temple, TX 76501

**BANKRUPTCY TRUSTEE:**

G. Ray Hendren  
3410 Far West Boulevard  
Ste. 200  
Austin, TX 78731

**PARTIES IN INTEREST AND/OR PARTIES**

**REQUESTING NOTICES:**

MCCREARY, VESELKA, BRAGG & ALLEN, P.C., Via ECF  
c/o Dell TAD  
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Anabel King